



The purpose of this Modification is to reflect the following changes:

Contract GS00Q12NSD0005 G.1.3, GSA Procuring Contracting Officer (PCO) is modified as follows:

FROM: Laura Seals <a href="mailto:laura.seals@gsa.gov">laura.seals@gsa.gov</a> Connections II Contracting Officer General Services Administration Federal Acquisition Service 10304 Eaton Place Fairfax, Virginia 22030	TO: Susan K. DiGiacomo <a href="mailto:susan.digiacomog@gsa.gov">susan.digiacomog@gsa.gov</a> Connections II Contracting Officer General Services Administration Federal Acquisition Service 1800 F Street NW, 4th Floor (QTAFA) Washington DC 20405-0001
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1. Table F.5.1 Contract Deliverables format is modified as follows:

Order Status Report –

FROM: Government online tool - GWAC Management Module (GMM)

TO: Government online tool - Contract Payment Reporting Module (CPRM)

And

Associated Government Fee Summary Report

FROM: The contractor shall provide monthly reports via email

TO: The contractor shall provide quarterly submittal and payment online (CPRM)

And

Associated Government Fee Summary Report

FROM: Government specified content; Contractor-proposed electronic format

TO: Government online tool (CPRM)

2. G.4.1 Order Status Reporting is modified as follows:

The contractor shall submit monthly order status reports via the online –

FROM: GWAC Management Module (GMM)

TO: Contract Payment Reporting Module (CPRM)

And the sentence “If the contractor has nothing to report, it shall report “\$0”. is added.

3. G.4.2 Associated Government Fee (AGF) Submittal and Payment is modified as follows:

The contractor shall populate the AGF payment allocations made for each order via the –

FROM: GMM

TO: CPRM

4. G.5.2 Associated Government Fee, Paragraph Number 4, is modified as follows:

FROM: AGF payments are to be remitted via Electronic Funds Transfer (“EFT”). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments or credit card payments. If paying by check, each check shall be annotated with the corresponding Connections II contract number only, and the reporting quarter.

TO: AGF payments are to be remitted via Electronic Funds Transfer (“EFT”). Contractors are authorized to pay by electronic payments through the CPRM.

5. I.12 is modified to add FAR Clause 52.222-99 Establishing a Minimum Wage for Contractors (JUL 2014) to the contract. Section numbering is updated throughout Section I.
6. J.2.1 Contractor Monthly Order Status Reporting and J.2.1.1 Order Information Form is modified as follows:  
  
The contractor shall submit monthly status reporting via the online tool –  
FROM: GWAC Management Module (GMM)  
TO: Contract Payment Reporting Module (CPRM)
7. J.2.2 Associated Government Fees (AGF) Submittal and Payments is modified as follows:  
The information shall be entered in the –  
FROM: GMM  
TO: CPRM

The total estimated dollar value of the contract is unchanged by this modification.

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## F.1 FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>.

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable Order.

Table F.1-1

CLAUSE #	CLAUSE TITLE	DATE	FP	TM
52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT	JUL 2010	X	X
52.211-8	TIME OF DELIVERY	JUN 1997	X	X
52.211-8	ALTERNATE I	APR 1984	X	X
52.211-8	ALTERNATE II	APR 1984	X	X
52.211-8	ALTERNATE III	APR 1984	X	X
52.211-9	DESIRED AND REQUIRED TIME OF DELIVERY	JUN 1997	X	X
52.211-9	ALTERNATE I	APR 1984	X	X
52.211-9	ALTERNATE II	APR 1984	X	X
52.211-9	ALTERNATE III	APR 1984	X	X
52.242-15	STOP-WORK ORDER	AUG 1989	X	
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984	X	
52.247-29	F.O.B. ORIGIN	FEB 2006	X	
52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB 2006	X	
52.247-31	F.O.B. ORIGIN, FRIEGHT ALLOWED	FEB 2006	X	
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID	FEB 2006	X	
52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB 2006	X	

FP= Fixed Price

TM= Time & Materials

## F.2 Issuing Offices for Delivery Orders and Task Orders

Delivery orders will be issued directly by Ordering Contracting Officers (OCOs) appointed by individual customer agencies and delegated authority by the PCO. See Section G-1.

## F.3 Place of Performance

The minimum geographic requirement is contractors shall provide services within the Continental United States. Connections II contractors are not required to deliver services in foreign countries, but can propose solutions on task orders based on their company's ability to deliver those services in the specified geographic area.

## F.4 Start-Up Work.

The contractor shall provide management and administrative support in the areas designated in F.3 in order to be able to receive new task requests within 14 days following contract award.

## F.5 Contract Deliverables

The contractors shall deliver the following products identified in Table F.5-1, Summary of Contract Deliverables, which are described in the referenced sections of the original RFP:

**Table F.5-1. Contract Deliverables**

RFP Section	Description	Quantity	Medium of Delivery	Submittal Date	Format	Recipient of Deliverable
G.7	<i>Marketing Plan</i>	One	As described in G and as approved by PCO	In proposal and updated annually	Contractor-specified electronic format	GSA PMO
H.21	<i>Insurance Certification</i>	One	As described in H and as approved by PCO	No later than 5 days after contract award	Contractor-specified electronic format	GSA PCO
C.3.2	<i>Archived task orders and DOs</i>	All task orders and DOs	As described in C	Within 10 business days until the contract expiration date	Contractor proposed electronic format	GSA PCO

RFP Section	Description	Quantity	Medium of Delivery	Submittal Date	Format	Recipient of Deliverable
C.3.4 G.5.1.3	<i>Bills</i>	Two hard copies & one electronic copy	As described in G	Monthly by the 15 <sup>th</sup> day of the month following acceptance of a product or service	Contractor-proposed electronic format and hard-copy format	GSA Office of Finance or Customer Agency as appropriate
G.4.1 J.2.1	<i>Order Status Reporting</i>	One	As described in G and J	The contractor shall provide monthly reports online	Government online tools – <u>Contract Payment Reporting Module (CPRM)</u> <del>(GMM)</del> (task order summary) and Connections Hosting Center (sales detail)	GSA PMO
G.4.2 [G.5.2 (3)] J.2.2	<i>Associated Government Fee Submittal and Payment</i>	One	As described in G and J	The contractor shall provide quarterly submittal and payment online (GMM)	Government online tool <u>Contract Payment Reporting Module (CPRM)</u> <del>(GMM)</del>	GSA PMO
H.5 Minimum Subcontracting Goals	<i>Progress in contractor's subcontracting outreach program</i>	One	As described in H and approved by PCO.	The contractor shall provide draft report with proposal and semiannual reports thereafter	Government online tool – Electronic Subcontracting Reporting System (eSRS)	GSA PCO
C.3.3	<i>Supply Chain Risk Management Plan</i>	One	As described in C and approved by PCO.	In proposal and annually or as required in C.3.3; also as requested at task order level	Contractor-proposed electronic format.	GSA PMO
C.2.1.12	<i>Sustainable Equipment and Services and Solutions Plan</i>	One	As described in C and approved by PCO	In proposal and annually thereafter; also as requested at task order level	Contractor-proposed electronic format.	GSA PCO
H.14 Electronic Access To Contract	<i>Redacted Contract</i>	One	As described in H and approved by PCO	No later than 30 days after contract award and updated as appropriate	Contractor-specified electronic format	GSA PCO

## F.6 Transportation of Materials

The contractor shall be responsible for transporting all materials between the Government site and the contractor's place of performance. Pickup and delivery of materials shall be in accordance with the schedule defined for each specific requirement.

The contractor shall ship all deliverables F.O.B. origin. Destinations will be specified in the task order.

## F.7 Remedial Maintenance Response Times

1. **Emergency** - The contractor shall arrive at the agency location within three continuous hours of notification of a request for emergency remedial maintenance service. The trouble shall be resolved within six continuous hours after arrival.
2. **Priority** - The contractor shall arrive at the agency location within six working hours of notification of a request for priority remedial maintenance service. The trouble shall be resolved within 12 continuous hours after arrival.
3. **Routine** - The contractor shall arrive at the agency location within eight working hours of notification of a request for routine remedial maintenance service. The trouble shall be resolved within 24 continuous hours after arrival.

The priority of a maintenance action will be established by the mutual consent of the customer and the contractor.

## F.8 Changes to Delivery and/or Service Intervals

The above listed intervals are mandatory unless otherwise agreed to, in writing, by the contractor and the OCO on a case by case basis.



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## G.1 Authorized Users

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user for orders over the micro purchase threshold, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed delegation of authority from GSA. For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in General Services Administration (GSA) Order ADM 4800.2F, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, September 17, 2009, as modified from time to time.

### G.1.1 Roles and Responsibilities

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

### G.1.2 GSA Program Manager

The Government has appointed a Program Manager, who shall perform various programmatic functions for the overall success of the CONNECTIONS II program. The Program Manager has no actual, apparent or implied authority to bind the Government for any acts or omissions.

### G.1.3 GSA Procuring Contracting Officer (PCO)

The PCO is the sole and exclusive government official with actual authority to award the Basic Contract. After award of the Basic Contract, the PCO may delegate any or all of the contract administration functions described in FAR 42.302.

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Washington, DC 20405-0001

In the event that the designated Contracting Officer is unavailable to sign a contract action, GSA reserves the right to authorize another warranted Contracting Officer to sign on their behalf.

#### **G.1.4 Ordering Contracting Officer (OCO)**

As described in Section G.1, only an authorized user, who is a delegated OCO by the PCO, may place and administer an Order under the Basic Contract. Upon request, the OCO for any specific Order shall provide a copy of the applicable delegation of authority.

The OCO for each Order is the sole and exclusive government official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required delegation by requesting a copy of the OCO delegation prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

#### **G.1.5 Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative (COTR)**

The OCO for each Order may designate a Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) to provide certain assistance to the OCO for that Order. The specific rights and responsibilities of the COR or COTR for each Order shall be described in writing, which upon request shall be provided to the Contractor. A COR/COTR has no actual, apparent or implied authority to bind the Government.

#### **G.1.6 Ombudsman**

Pursuant to FAR 16.505 (a)(9)(i) no protest is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for (A) a protest on the grounds that the order increases the scope, period of performance, or

maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million.  
Note: this authority to protest expires on May 27, 2011, unless extended.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The ombudsman is a senior GSA official who is independent of the PCO or OCO.

The Ombudsman is:

Task and Delivery Order Ombudsman  
Office of the Chief Acquisition Officer  
U.S. General Services Administration  
1800 F Street, N.W.  
Washington, DC 20405

### **G.1.7 Contractor's Points of Contact**

The contractor shall maintain an organizational structure for management and administration of the contract. A list of all points of contact with the government shall be provided in the proposal. The contractor shall provide the PCO with an updated list of all points of contact within one business day after any change to this list.

## **G.2 Contract Modifications**

Changes to the contract may be initiated at any time by the contractor or the government. The government may order changes within the scope of the contract in accordance with Section I FAR 52-243.1 CHANGES – FIXED-PRICE OR FAR 52-243.3 CHANGES – Time-and-Materials or Labor-Hours.

### **G.2.1 Basic Contract Modifications**

The contractor may add or delete equipment or labor categories at any time. However, if the contractor proposes to discontinue an equipment item that has been installed under the contract, it must be maintained for at least one more year in accordance with Section C.2.1.9 (Warranty Service) or as otherwise specified in the order(s). The warranty shall begin at the time the final system acceptance form is signed.

The contractor shall propose any contract modifications to the PCO in accordance with the instructions provided to Connections II industry partners.

Proposals to modify the contract shall consist of two parts:

1. A cover letter that:

- a. Includes the contract name and number, the name of the submitting organization, and the date of submission
  - b. Summarizes the proposed change
  - c. Includes a statement addressing the urgency of the request (as needed)
  - d. Includes a statement identifying the benefit to the government of the proposed contract modification
  - e. Includes a statement that submitted files are virus free
  - f. Provides information to demonstrate that new/changed prices are “fair and reasonable.” (A URL to commercially available price information is recommended.)
2. Tables prepared in the Connections II Hosting Center (CNX II HC), in accordance with Section B.3, for each type of Contract Line Item Number (CLIN) affected. All table fields in the database shall be appropriately populated. Prices shall be submitted for evaluation, excluding Associated Government Fee (see Section G.5.2).

The contractor shall submit each proposal package via the Connections II Hosting Center (CHC).

Proposed contract modifications will not be binding until approved by the contractor and the PCO and formalized by a Standard Form 30 (Amendment of Solicitation/Modification of Contract). The contractor shall ensure that approved product or service changes are stated correctly on the contractor’s Connections II web site.

Questions concerning proposal submission requirements or for obtaining status information regarding a particular proposal submission shall be submitted via e-mail to the PCO (see Section G.1.3).

## **G.2.2 Service Improvement Modifications**

1. After Contract award, the government may solicit, and the contractor is encouraged to propose independently, improvements to the skills, services, features, or other requirements of the Contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the government. As part of the proposed changes, the contractor shall submit a price proposal and revisions to the technical proposal to the PCO for evaluation. Those proposed service improvements that are acceptable to the government will be processed as modifications to the Contract.
2. At a minimum, the following information shall be submitted by the contractor with each proposal:
  - a. A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each. This description shall include, in the case of addition or changes to skill categories, a brief description of the new or changed skill, clear and concise explanation of pricing

- methodology. Supporting documentation may include data such as recognized national or regional surveys as well as studies of professional, public, and private organizations, used in establishing the proposed rate and compensation structure. The government may supplement the information provided in the proposal through Dunn and Bradstreet reports, DCAA audits, available industry market rates, or other available means.;
- b. Itemized requirements of the Contract which must be changed if the proposal is adopted, and the proposed revision to the Contract for each such change;
  - c. An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
  - d. An evaluation of the effects that the proposed changes would have on collateral costs to the government, such as government-furnished property costs, costs of related items, and costs of maintenance, operation, and conversion (including government-premise equipment);
  - e. A statement of the time by which the Contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this Contract including supporting rationale; and
  - f. Any effect on the Contract or completion time or delivery schedule shall be identified.
3. The government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any proposal not accepted by the government within the period specified in the proposal. The decision of the PCO as to the acceptance of any such proposal under this Contract is final and not subject to the "Disputes" clause of this Contract.
  4. The PCO may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to the Contract. Unless and until a modification is executed to incorporate a proposal under the Contract, the contractor shall remain obligated to perform in accordance with the requirements, terms, and conditions of the existing Contract.
  5. If a proposal submitted pursuant to this clause is accepted and applied to this Contract issued hereunder, the equitable adjustment increasing or decreasing the Contract price shall be in accordance with the procedures of the "Changes" clause. The resulting Contract modification will state that it is made pursuant to this clause.

### **G.3 Ordering**

The contractor shall respond to RFQs issued by the OCO. The contractor shall maintain an Internet-accessible, browser-based means for customers to obtain price quotes, place orders,

track orders, change or discontinue them. Contractors are encouraged to use the same e-business practices that they use to support their commercial customers. The required level of support shall include maintenance and updates of Connections II equipment and labor within one business day after any contractual changes are approved by GSA.

### **G.3.1 Ordering Procedures**

Ordering procedures must comply with the following:

- (a) FAR 16.505;
- (b) Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy; (see FAR Part 39).
- (c) The Ordering Contracting Officer (OCO) shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;
- (d) Time and Material type Task Orders require the OCO prepare a determination and findings per FAR 16.601(d).
- (e) If the contractor proposes pricing on in-scope items (i.e., equipment, labor, delivery costs) not already priced in the contract (un-priced items), the OCO will use FAR 16.505(b)(3) Pricing Orders to determine price reasonableness in accordance with FAR 15.4.
- (f) All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense.
- (g) All Orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.
- (h) *Maximum order.* The Contractor is not obligated to honor: (1) Any order for a single item in excess of \$100 Million; (2) Any order for a combination of items in excess of \$100 Million; (see I.6 FAR 52.216-19)
- (i) Basic steps to awarding a task for a performance based contract are as follows:
  - 1. Develop requirements
  - 2. Conduct Market Research
  - 3. Develop a Statement of Work and Independent Government Estimate
  - 4. Ensure Fair Opportunity, FAR, and contract compliance
  - 5. Issue order
  - 6. Assure delivery and payment

### **G.3.1.1 Fair Opportunity**

OCO must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2).

### **G.3.1.2 Order Contents**

Each written task order will contain, at a minimum, the following elements:

1. Date of Order
2. Contract Name and Number
3. Ordering Agency/Division/ Branch
4. Job/Task Description
5. Item Numbers, quantities, unit prices, deliverables
6. Period of Performance
7. Place of Performance
8. OCO and other responsible officials with phone numbers

### **G.3.1.3 Order Types**

Task orders may be Fixed Price or Time and Materials. Cost Reimbursement task orders are NOT allowed under this contract.

### **G.3.1.4 Orders involving Installation Support**

As stated in C.1.3 construction, alteration, and repair support services are only in scope as necessary to offer an integrated telecommunications solution provided that it is integral to and necessary for the effort stated in the task order. If an order requires installation support the following needs to be applied at the order level.

- (a) Installation Support task orders may be subject to the Service Contract Act (SCA) and the Davis-Bacon Act (DBA) if-
  - (1) The task order is principally for services but also requires a substantial and segregable amount of construction, alteration, renovation, painting, or repair work; and
  - (2) The aggregate dollar value of such construction work exceeds or is expected to exceed \$2,000 for DBA and \$2,500 if SCA.



- (b) SCA coverage under the contract. Task Order installation support requirements, may be subject to the SCA. Incorporate SCA clauses and minimum wage and fringe benefit requirements to all task orders for such maintenance and support work.

The Connections II contract does not include wage determinations or all applicable clauses for labor categories subject to the Service Contract Act. Each task order must be tailored to include the appropriate clauses and wage determinations.

- (c) DBA coverage under the contract. Contract construction, alteration, renovation, painting, and repair requirements (i.e., dry wall installation, building structural repair, paving repairs, etc.) are subject to the DBA. Incorporate DBA clauses and minimum wage requirements to all contract service calls or orders for construction, alteration, renovation, painting, or repairs to buildings or other works.

The Connections II contract does not include wage determinations or all applicable clauses for labor categories subject to the Davis Bacon Act. Each task order must be tailored to include the appropriate clauses and wage determinations.

- (d) Repairs versus maintenance. Some contract work may be characterized as either DBA painting/ repairs or SCA maintenance. For example, spot painting, or minor patching of a wall could be covered by either the DBA or the SCA. In those instances where task order requires construction trade skills (i.e., electrician, carpenter, plumber, painter, etc.), but it is unclear whether the work required is SCA maintenance or DBA painting/ repairs, apply the following rules—

- (1) Individual task orders which will require a total of 32 or more work-hours to perform shall be considered to be repair work subject to the DBA.
  - (2) Task orders which will require less than 32 work-hours to perform shall be considered to be maintenance subject to the SCA.
  - (3) Painting work of 200 square feet or more to be performed under an individual service call or order shall be considered to be subject to the DBA regardless of the total work-hours required.

- (e) The determination of labor standards application shall be made at the time the task order solicitation is prepared in those cases where requirements can be identified. Otherwise, the determination shall be made at the time the task order is placed against the contract. The awarded task order shall identify the labor standards law and contract wage determination which will apply to the work required.

- (f) Contracting officers may not avoid application of the DBA by splitting individual tasks between orders or contracts.

### **G.3.1.5 Government Use of Credit Cards**

The contractor shall permit all authorized users (see Section G.1) to purchase Connections II products and services using government credit cards in accordance with ordering agency policy

### **G.3.1.6 Task Order Requests**

Task Order Requests (TOR) will be issued by the OCO and will define the place of performance. Also included will be the Statement of Work (SOW) that describes the technical requirements for deliverable products, performance standards, and acceptance criteria. This request also will include customer benchmarks (as applicable), and performance requirements in detail, sufficient to permit accurate estimation of cost, work hours, computer time, other resources, a schedule, completion date, and the total price. The contractor may be required to commit to a Service Level Agreement. (See G.3.1.1 Fair Opportunity)

### **G.3.1.7 Task Order Period of Performance**

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. Orders may be placed for over 5 years in length only if the OCO has fulfilled all of their agency policy and FAR requirements prior to issuing the order (e.g., this may require a D&F, etc). No existing Orders may extend more than five (5) years after the expiration of the Basic Contract. Order options, if included at initial issuance of the Order, may be exercised after the expiration date of the Basic Contract. Notwithstanding anything to the contrary above, a multi-year Order placed under the Basic Contract must be consistent with FAR Subpart 17 and any applicable funding restrictions. For orders extending beyond the Basic Contract expiration date in accordance with FAR 52.216-22, there shall be no increases to the year 10 prices for labor and equipment specified in Section B.

## **G.4 Administrative Reports and Meetings**

### **G.4.1 Order Status Reporting**

The contractor shall submit monthly order status reports via the online ~~GWAC Management Module (GMM)~~Contract Payment Reporting Module (CPRM), for Self Service and Assisted Service orders. The report will contain order, financial, and delivery information pertaining to the order. The first monthly order status report is due within 30 days after the first order is received. Thereafter, the contractor shall update the order status monthly, with updated deliverable information, until the period of performance of the order has expired. If the contractor has nothing to report, it shall report "\$0". Section J.2.1 provides detail description of the required information that will be captured in the report.

## **G.4.2 Associated Government Fee (AGF) Submittal and Payment**

The contractor shall populate the AGF payment allocations made for each order via the Contract Payment Reporting Module (CPRM) ~~GMM~~ pay.gov capability. Where AGF for multiple invoice payments is due, contractors may consolidate the AGF owed into one Electronic Fund Transfer (EFT).

## **G.5 Billing**

Detail billing requirements are defined in Section C.3.4.

### **G.5.1 General Billing Requirements**

A proper bill for each order shall be submitted not later than the fifteenth day of the month following acceptance by the OCO of a product or service delivered under the contract. The government requires evidence that each charge has been properly authorized and priced correctly, or it may dispute the charge.

#### **G.5.1.1 Billing Format**

A separate bill for each order shall be submitted and shall contain, at a minimum, the following information:

1. Contractor name and address
2. Contractor representative
3. Contract number
4. Order number(s)
5. Accounting Control Transaction (ACT) number (assigned by the OCO on the order)
6. Period of performance (month services performed for work request orders, month deliverable completed for fixed price orders)
7. Bill number
8. Customer's name and address
9. For Fixed Price Orders, products delivered and accepted, listed by deliverable number; for Time and Materials orders, labor charges accepted during the period of performance
10. Travel and per diem charges
11. Total billed amount
12. Prompt payment discount offered (if applicable)

Payment to the contractor will not be made for temporary work stoppages due to circumstances beyond the control of the customer agency such as acts of God, inclement

weather, power outages, and results thereof, or temporary closings of facilities at which contractor personnel are performing. Such occurrences may, however, be justification for excusable delays.

The management services of the contractor, including the services of the Program Manager, shall be indirect charges unless the customer requires specified management support (e.g., a site manager) in the task order, in which case the salary of said manager may be billed as a direct charge. Otherwise, the compensation of Connection II managers for performing management services shall be indirect charges. The Program Manager's compensation shall be included in the contractor overhead portion of the fully burdened hourly rate for each item.

Overtime payments are unallowable except when authorized by the order. The government will not authorize overtime to compensate for shortcomings in contractor performance.

The government reserves the right to request that some of the work required by contractor personnel be performed during other than the Normal Business Day (7 AM to 7 PM, Monday through Friday). When the government requests performance other than day-shift hours, the contractor personnel may be compensated for shift differential. Shift differential shall be determined by the OCO on a case by case basis using documented local statute and/or local labor union agreements and will only be allowed when included in the order.

#### **G.5.1.2 Travel and Per Diem**

The contractor will be reimbursed by the government for travel and per diem expenses incurred by contractor personnel for travel specifically authorized in an order and approved by the government. Conditions and limitations applying to travel associated with work under this contract follow:

1. Travel costs approved under an order shall be included as unique costs but shall not be paid unless actual travel occurs and the government approves the costs.
2. If an order requires assignment of contractor personnel away from the employee's regular duty station for less than six (6) months, such assignments are considered temporary assignments.
3. If a task or series of tasks requires continuous assignment of contractor personnel at a location away from the employees' regular duty station for a continuous period of six (6) months or longer, such assignments are considered permanent assignments. The contractor may, at their discretion, accept assignments of less than six (6) months under permanent assignment terms. No relocation, travel, per diem expenses, or travel time will be allowed by the government for placing contractor personnel at permanent assignments.
4. Post differential, travel, and per diem expenses for contractor employees assigned to duty outside the United States shall be at the rates prescribed for government employees. The contractor is responsible for obtaining passports, visas, and other necessary documents and clearances at their own expense.

5. Normally the government will not reimburse any costs associated with the relocation of contractor personnel. For special circumstances, reimbursement may be authorized by the order. Payment to the contractor is contingent on the contractor providing the services as agreed (for instance, for a twelve-month period or through task completion).
6. Except as otherwise provided herein, payment will be made for actual common carrier fares plus cost of travel between the contractor employee's home or regular duty station and the carrier terminal and temporary duty points for travel by the most reasonable and economical means. If a contractor employee resides within 50 miles of a temporary duty station, he/she shall not be entitled to travel or per diem expenses for duty at that location.
7. Reimbursement for travel and per diem shall not exceed the rates and expenses allowed by government travel regulations for a government employee traveling under identical circumstances, and shall not exceed maximum limits authorized in the order.
8. Payment may be made for the use of a privately owned vehicle (POV) for official business in connection with approved temporary assignments, including travel between the regular duty station and temporary duty station, unless the temporary duty station is within 50 miles of their residence or regular duty station. Rates for, and use of, POV shall be per the direction of the Federal Travel Regulations (FTR).
9. Labor hour payments will be made for actual authorized travel time in support of approved orders using the same criteria as for government personnel traveling under the same circumstances. In general, the regulations provide that exempt employees traveling outside of normal work hours are not reimbursed for labor hours used in the performance of travel, and non-exempt employees are fully reimbursed for their labor hours used for travel. The contractor is responsible for ensuring that travel time outside of normal work hours is kept to a minimum.
10. Upon request, the contractor shall furnish schedules and mode of transportation to the government.
11. Travel and per diem payments are intended as reimbursement to contractor employees. Such payments are not intended as profit for the contractor nor are they intended to be subject to deduction or set-aside by the contractor.

### **G.5.1.3 Additional Centralized Billing Requirements**

The contractor shall deliver centralized bills and billing support data to GSA via a mutually acceptable electronic medium. Centralized billing data shall be submitted monthly by the agreed calendar day

The three types of electronic media list below are acceptable to GSA, although other alternatives may be acceptable also:

1. File Transfer Protocol (FTP) file transmission (the preferred method)

2. CD-ROMs
3. E-mail attachments

## **G.5.2 Associated Government Fee**

The contractor shall collect the Associated Government Fee from Connections II customers on a monthly basis throughout the life of the contract. The fee represents any direct or indirect costs incurred by the government associated with the Connections II contract such as, but not limited to, contract administration fee.

The Associated Government Fee for Contract Access is set at 1.5% (0.015). The Associated Government Fee for Contract Access will be applied to all products, services, or any other billed charges. On all Task Orders, regardless of Order type, Contractors are required to include the Associated Government Fee for Contract Access in the Contract Line Item Number (CLIN) as part of the price to the customer for all Loaded Hourly Labor Rates, Equipment prices and for any un-priced items proposed in a task order proposal. Materials provided under a Time and Materials task order, as defined in FAR 52.232-7, shall reflect the contractor's actual expense for the item and will include the Associated Government Fee for Contract Access.

This fee collection requirement is subject to the following:

1. The fee shall be included in the billed price of products, services, or any other billed charge, unless identified and directed by the GSA PCO to be a separate line item.
2. The government reserves the right to adjust the Associated Government Fee at any time during the life of the contract. The contractor shall effect the addition, adjustment or deletion of a fee only upon written notice of the GSA PCO or designee. The contractor shall implement the revised fee to be effective for invoicing in the next complete billing cycle. The contractor shall add, adjust or delete the fee at no additional cost to the government.  
**The total AGF collected per order will be capped at a set amount to be determined by the Connections II Program Office. For more information on this cap, please see the Connections II website ([www.gsa.gov/connectionsii](http://www.gsa.gov/connectionsii)).**
3. The contractor shall forward the AGF to the government by electronic funds transfer. Contractors shall remit the AGF in U.S. dollars to GSA within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter. Where AGF for multiple invoice payments (on one or more Orders) is due, Contractors may consolidate the AGF owed into one payment. Collection and supporting documentation shall be subject to audit as defined in FAR 52.215-2 (Audit and Records).
4. AGF payments are to be remitted via Electronic Funds Transfer ("EFT"). Contractors are authorized to pay pay by electronic payments through the CPRM.~~with a check only until the GMM has been updated to accept electronic payments or credit card payments. If paying by check, each check shall be annotated with the corresponding Connections II contract number only, and the reporting quarter.~~

5. If the full amount of the fee, based on the amount collected from billed customers, is not paid within the period specified by item 4 above, the nonpayment shall constitute a contract debt to the United States government under the terms of Part 32.6 of the FAR. Interest shall be due and payable by the contractor on the entire amount owed at the prevailing U.S. Treasury rate. This interest calculation shall begin on the last calendar day of the month it is owed and shall continue until the entire amount owed is collected. The government may exercise all rights available to it under the Debt Collection Act of 1982.
6. Failure to submit the monthly *Associated Government Fee Summary Report* (see Section G.4.2), falsification of this report, or failure to pay the fee in a timely manner may result in termination of this contract for default under FAR 52.249-8, Default (Fixed-Price Supply and Service).

### **G.5.3 Bills for Final Payment**

Bills for final payment must be so identified and submitted when tasks have been completed and no further charges are to be incurred. A copy of the written acceptance of task completion must be attached to final bills. These close-out bills, or a written notification that final invoicing has been completed, must be submitted to the ordering agency within 90 calendar days of order completion. All charges not submitted within 90 calendar days shall be borne by the contractor unless a request for extension is formally approved by the OCO.

### **G.5.4 Bill-Submission Schedule**

The contractor shall submit a bill for the equipment or services delivered in accordance with the specifications of Section C.3.4 and this section.

### **G.5.5 Retention of Bills**

The original paid bills related to a specific order or shall be maintained by the contractor for the life of the contract and made available to government auditors upon request. Copies of contractor paid bills, receipts, and travel vouchers completed in accordance with Federal Travel Regulations shall be maintained by the contractor and made available to the government upon request.

### **G.6 Payment of Bills**

Payment of invoices will be made in arrears based upon acceptance by the government of the entire task or the tangible products delivered. The government will pay only for hours authorized, worked, and accepted.

If the supplies or services are rejected for failure to conform to the technical requirements of the contract, or any other contractually legitimate reason, the contractor will not be paid or will not be paid in full.

### **G.6.1 Payment for Supplies/Services**

Approval for payment of contractor bills will only be made upon customer acceptance of billed equipment or services. For orders that have no tangible products, payment of the bill will be based upon OCO certification that satisfactory services were provided and contractor certification that the charges are accurate. The customer will only make payments for work authorized in the order.

### **G.6.2 Billing Disputes**

The contractor shall resolve billing disputes directly with the dispute initiator unless the dispute involves the terms and conditions of the Connections II contract, in which case the dispute shall be resolved with the GSA PCO. The contractor shall propose a mechanism for uniquely identifying each billing dispute to permit the dispute initiator to track the status. The contractor shall attempt to resolve billing disputes to the satisfaction of the dispute initiator within 60 calendar days following official notification from the government. The contractor shall take a proactive lead in resolving disputes promptly with the initiator of the dispute by establishing and maintaining meaningful dialogue directed toward a prompt, fair, and equitable resolution. In cases where a resolution is not forthcoming, the contractor shall submit partial resolutions (less than the total amount in dispute) to the dispute initiator for acceptance or denial. The OCO or the dispute initiator will respond within five business days with a proposed resolution. If either party wants to escalate the dispute to the PCO at any time, they may do so. Disputes that are not resolved within 60 calendar days or the approved extension time shall be escalated to the PCO. Any disputes escalated to the PCO will be resolved in accordance with Federal Acquisition Regulation (FAR) 52.233-1 (*Disputes*).

Once a dispute is resolved, the contractor shall process the associated credit or debit within two billing cycles, making sure that the debit or credit and the associated billing dispute identifier are clearly documented in the bill and assigned to the proper Billing Account Code.

### **G.6.3 Use of Electronic Funds Transfer**

The contractor shall cooperate with the government to allow payment of bills via Electronic Funds Transfer (EFT) to the extent feasible. The specific payment method used shall be negotiated on a customer-by-customer basis after contract award.

If agreed to by the customer and the contractor, the agency shall pay approved Connections II charges via EFT. Otherwise, the parties shall agree on an alternative payment mechanism.

This clause shall apply to bills submitted during this contract, any extension thereof, and any contract Continuity of Services period if the parties agree to use EFT. However, either of the parties may, without explanation and by giving the other party 60 calendar days written advance notice, terminate the applicability of this clause and negotiate an acceptable alternative.



When an EFT payment plan is in effect, the following clauses (or portions of clauses) are applicable:

- FAR Clause No. 52.232-25 Prompt Payment (OCT 2008)
- FAR Clause No. 52.232-17 Interest (OCT 2008)

Unless otherwise stipulated in the order, the EFT procedure shall incorporate the following requirements:

1. In accordance with the requirements of Section G.5, the contractor shall submit a monthly bill, in the form and format prescribed, to each customer agency or sub-agency that uses EFT payment option not later than the 15<sup>th</sup> working day of each month after the close of each billing period.
2. A discount for exceeding prompt payment by the government shall be applied to the total current amount being billed on each bill under this EFT process. The discount shall be equal to the Treasury Department Value of Funds Rate in effect on the date the bill is submitted plus any applicable penalties.
3. Upon submission of the individual monthly bill, the contractor will be authorized by the agency or sub-agency to directly access the financial institution designated to withdraw the total billed amount with discount applied, not to exceed a maximum monthly amount (prescribed and periodically updated at six month intervals by the OCO). Payment shall be considered to have been made one working day after the date on which the bills were submitted.

## **G.7 Program Development**

The contractor shall be responsible for a *Marketing Plan* and marketing materials that it deems necessary to continually expand customer agency awareness of this contract. The contractor shall describe in the *Marketing Plan* the products and services that will be sold, the target customers, the competition, the contractor's market-share objectives, and the plan for achieving this objective. The contractor is responsible for ongoing sales and marketing during the life of this contract. This Program Development shall commence not later than 30 calendar days following contract award.

### **G.7.1 Marketing Efforts**

The contractor is responsible for ongoing marketing efforts during the life of this contract as specified below. This will commence not later than 30 calendar days after contract award, subject to the following:

- All marketing brochures shall conform to the requirements of the GSAR 552.203-71 and be approved by the PCO prior to issuance.
- Contractors shall not charge marketing costs as a direct cost item.

- Approval for marketing by the contractor does not obligate GSA to undertake, under this contract, any potential work identified.

#### **G.7.1.1 Marketing Calls**

The contractor shall prepare and give formal presentations to prospective GSA customers on the contract when requested by the government. These presentations will be consistent with materials previously reviewed and approved for use by GSA. The contractor shall also conduct marketing calls, and provide informal program briefings.

#### **G.7.1.2 Marketing Materials**

The contractor shall provide marketing materials that will enhance program and service visibility. The types of marketing materials provided shall be at the discretion of the contractor and may include brochures, pamphlets, visual aids, newsletters, technology updates, white papers, news releases, training tools and seminars, work tools and materials such as quick reference estimating/measuring tools, folders, pens, mouse pads, rolodex cards, and literature. The contractor shall provide sample marketing materials prior to distribution. GSA will have five working days to review and approve materials.

#### **G.7.1.3 Trade Shows and Exhibitions**

The contractor shall participate in at least two trade shows/exhibitions per contract year. GSA shall be notified at least two weeks prior to a show/exhibition in which the contractor plans to participate.

#### **G.7.2 Marketing Meetings/Conferences**

Meetings/conferences may be necessary to market services, resolve problems, or to facilitate understanding of the requirements of the contract. The participants at these meetings/conferences shall include members of the contractor's staff, the customer, and other representatives of the government. The GSA PCO and the contractor shall schedule these meetings/conferences. All contractor costs associated with the attendance at these meetings shall be incidental to the contract and shall not be separately billed.

### **G.8. American Recovery and Reinvestment Act of 2009**

Agency Contracting officers shall ensure that the American Recovery and Reinvestment Act of 2009 is included at the task order level for any orders that will be funded with Recovery Act funds. G.8.1 provides reporting requirements for Contracting Officers and Contractors.

### **G.8.1 Publicizing Contract Actions in Accordance with the American Recovery and Reinvestment Act of 2009:**

Agency Contracting officers are required to:

- Enter data in the FPDS on any action funded in whole or in part by the Recovery Act in accordance with FPDS instructions. source §4.603(b)
- Utilize the FedBizOpps.gov website to (a) identify the action as funded by the Recovery Act source §5.704(b)t; (b) publish pre-award notices for orders exceeding \$25,000 for "informational purposes only;" source 5.704(b) (c) describe supplies and services (including construction) in a narrative that is clear and unambiguous to the general public source §5.705(a); and (d) provide a rationale for awarding any action, including modifications and orders, that is not both fixed-price and competitive, and include the rationale for using other than a fixed-price and/or competitive approach source §5.705(b).

#### Contractor Reporting Requirements:

On any action funded whole or in part by the Recovery Act, contractors shall comply with the reporting requirements as described in FAR 52.204-11 and deliverables as required in section F.

### **G.9 Contract Closeout**

Contract closeout shall be accomplished within the guidelines set forth in:

- FAR Part 4 Administrative Matters
- FAR Part 42 Contract Administration and Audit Services
- GSA Order OGP 2800.1 Appendix 507A or successor(s)
- GSAM Subpart 504.8

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## I.1 GENERAL

Orders under the Basic Contract may include additional clauses to those enumerated in this Basic Contract, such as: (1) optional FAR clauses; (2) agency supplemental clauses; (3) alternate FAR clauses; and (4) order-specific clauses. Such additional clauses are not limited to those associated only with Section I of the Uniform Contract Format in FAR 52.3.

The clauses relating to the Davis-Bacon Act and the Service Contract Act shall be included in an individual Order by the OCO if they are deemed applicable to the Order.

The clauses in I.2 apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order.

## I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Procuring Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<https://acquisition.gov/far/index.html>  
<https://acquisition.gov/gsam/gsam.html>

CLAUSE NO.	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010

CLAUSE NO.	TITLE	DATE
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-14	DISPLAY OF HOTLINE POSTER	DEC 2007
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING SUBCONTRACT AWARDS	JUL 2010
52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS	JUL 2010
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006
52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB 1995
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	OCT 2008
52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING	SEPT 1989
52.209-3	ALTERNATE 1	JAN 1997
52.209-3	ALTERNATE II	SEPT 1989
52.209-4	FIRST ARTICLE APPROVAL—GOVERNMENT TESTING	SEPT 1989
52.209-4	ALTERNATE 1	JAN 1997
52.209-4	ALTERNATE II	SEPT 1989
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JAN 2011
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-2	AUDIT AND RECORDS —NEGOTIATION	OCT 2010
52.215-2	ALTERNATE I	MAR 2009
52.215-2	ALTERNATE III	JUN 1999
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT 1997
52.215-9	ALTERNATE I	OCT 2010



CLAUSE NO.	TITLE	DATE
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-14	ALTERNATE I	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 2010
52.215-21	ALTERNATE III	OCT 1997
52.216-2	ECONOMIC PRICE ADJUSTMENT—STANDARD SUPPLIES	JAN 1997
52.216-3	ECONOMIC PRICE ADJUSTMENT—SEMISTANDARD SUPPLIES	JAN 1997
52.216-4	ECONOMIC PRICE ADJUSTMENT—LABOR AND MATERIAL	JAN 1997
52.216-7*	ALLOWABLE COST AND PAYMENT	JUN 2011
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION	FEB 2007
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV 2011
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 2011
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL 2010
52.219-9	ALTERNATE II	OCT 2001
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	NOV 2011
52.219-28	POST-AWARD SMALL-BUSINESS PROGRAM REREPRESENTATION	APR 2009
52.219-29	NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS.	NOV 2011
52.219-30	NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM.	NOV 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003

CLAUSE NO.	TITLE	DATE
52.222-6	DAVIS-BACON ACT	JULY 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	JUN 2010
52.222-9	APPRENTICES AND TRAINEES	JULY 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JULY 2005
52.222-12	CONTRACT TERMINATION—DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-36	ALTERNATE I	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-41	Service Contract Act of 1965	NOV 2007
52.222-43	Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts)	SEP 2009
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	DEC 2007
52.223-3*	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
52.223-3*	ALTERNATE I	JUL 1995
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION.	MAY 2011
52.223-5	ALTERNATE I	MAY 2011
52.223-5	ALTERNATE II	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-12	REFRIDGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007

CLAUSE NO.	TITLE	DATE
52.223-16	IEEE 1680 STANDARD FOR THE ENVIROMENT ASSESMENT OF PERSONAL COMPUTER PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT –SUPPLIES	FEB 2009
52.225-3	BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT	JUNE 2009
52.225-3	ALTERNATE I	JAN 2004
52.225-3	ALTERNATE II	JAN 2004
52.225-5	TRADE AGREEMENTS	AUG 2009
52.225-8	DUTY-FREE ENTRY	OCT 2010
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY	APR 1984
52.227-3*	ALTERNATE I	APR 1984
52.227-3*	ALTERNATE II	APR 1984
52.227-5*	WAIVER OF INDEMNITY	APR 1984
52.227-9	REFUND OF ROYALTIES	APR 1984
52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER	DEC 2007
52.227-11	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR	DEC 2007
52.227-13	PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT	DEC 2007
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007
52.227-14	ALTERNATE I	DEC 2007
52.227-14*	ALTERNATE II	DEC 2007
52.227-14*	ALTERNATE III	DEC 2007
52.227-14	ALTERNATE IV	DEC 2007
52.227-14*	ALTERNATE V	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.227-21*	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS	DEC 2007

CLAUSE NO.	TITLE	DATE
52.227-22	MAJOR SYSTEM – MINIMUM RIGHTS	JUN 1987
52.227-23*	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-7	INSURANCE- LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.229-7	TAXES- FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS	JAN 1991
52.229-10*	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX	APR 2003
52.230-2	COST ACCOUNTING STANDARDS	OCT 2010
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2008
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES-FOREIGN CONCERNS	JUNE 2010
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUNE 2010
52.232-1	PAYMENTS	APR 1984
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007
52.232-7	ALTERNATE I	FEB 2007
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-12*	ADVANCE PAYMENTS	MAY 2001
52.232-12	ALTERNATE I	APR 1984
52.232-16*	PROGRESS PAYMENTS	AUG 2010
52.232-16	ALTERNATE I	MAR 2000
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19*	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-23	ALTERNATE I	APR 1984
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-25	ALTERNATE I	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-34	PAYMENT BY ELECTONIC FUNDS TRANSFER- OTHER THAN CENTRALCONTRACTOR REGISTRATION	MAY 1999

CLAUSE NO.	TITLE	DATE
52.232-36	PAYMENT BY THIRD PARTY	FEB 2010
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS.	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-1	ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES – FIXED-PRICE	AUG 1987
52.243-1	ALTERNATE I	APR 1984
52.243-1	ALTERNATE II	APR 1984
52.243-1	ALTERNATE III	APR 1984
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS	SEPT 2000
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.243-7*	NOTIFICATION OF CHANGES	APR 1984
52.244-2*	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2010
52.245-1	GOVERNMENT PROPERTY	DEC 2010
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.246-6	INSPECTION- TIME AND MATERIAL AND LABOR-HOUR	MAY 2001
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	JUNE 2003
52.246-18	WARRANTY OF SUPPLIES OF A COMPLEX NATURE	MAY 2001
52.246-18	ALTERNATE II	APR 1984
52.246-18	ALTERNATE III	APR 1984
52.246-18	ALTERNATE IV	APR 1984
52.246-19*	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA.	MAY 2001
52.246-19	ALTERNATE I	APR 1984
52.246-19	ALTERNATE II	APR 1984
52.246-19	ALTERNATE III	APR 1984

CLAUSE NO.	TITLE	DATE
52.246-20*	WARRANTY OF SERVICES	MAY 2001
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-24	LIMITATION OF LIABILITY – HIGH VALUE ITEMS	FEB 1997
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.247-1*	COMMERCIAL BILL OF LADING NOTATIONS	FEB 2006
52.247-63*	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUNE 2003
52.248-1*	VALUE ENGINEERING	OCT 2010
52.248-1	ALTERNATE I	APR 1984
52.248-1	ALTERNATE II	FEB 2000
52.248-1	ALTERNATE III	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-3	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS)	MAY 2004
52.249-3	ALTERNATE I	SEPT 1996
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM).	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	AUG 2010
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

*(Note: Clause numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)*

### **I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), INCORPORATED BY REFERENCE**

CLAUSE #	CLAUSE TITLE	DATE
552.215-70	EXAMINATION OF RECORDS BY GSA	FEB 1996
552.217-71	NOTICE REGARDING OPTION(S)	NOV 1992
552.219-73	GOALS FOR SUBCONTRACTING PLAN	JUNE 2005
552.232-77	PAYMENT BY GOVERNMENT CHARGE CARD	NOV 2009

#### **I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the PCO within 30 days.

(2) The Contractor shall also notify the PCO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the PCO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End Clause)

#### **I.5 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued in accordance with Section F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, this contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.  
(End Clause)

## **I.6 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1 Million the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$100 Million;

(2) Any order for a combination of items in excess of \$100 Million;

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) work days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)



## **I.7 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the basic contract ordering period.

(End Clause)

## **I.8 FAR 52.217-8 Option to Extend Services (NOV 1999)**

The government may require continued performance of any services within the limits and at rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provisions may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of period performance end date.

(End Clause)

## **I.9 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

## **I.10 FAR 52.219-13 Notice of Set-Aside of Orders (NOV 2011)**

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

## **I.11 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where

notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at [www.dol.gov/olms/regs/compliance/EO13496.htm](http://www.dol.gov/olms/regs/compliance/EO13496.htm); or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be

suspended or debarred in accordance with 29 CFR 471.14 and subpart [9.4](#). Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### **I.12 52.222-99 Establishing a Minimum Wage for Contractors (JUL 2014)** **(DEVIATION)**

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid

to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

### **I.123 52.225-9 Buy American Act—Construction Materials.**

As prescribed in [25.1102](#)(a), insert the following clause:

#### **BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEPT 2010)**

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item” —

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and  
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505](#)(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

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*[Contracting Officer to list applicable excepted materials or indicate “none”]*

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.



(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

### **I.143 52.225-10 Notice of Buy American Act Requirement—Construction Materials.**

As prescribed in [25.1102](#)(b)(1), insert the following provision:

NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (FEB 2009)

(a) *Definitions*. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the

request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (May 2002).* As prescribed in [25.1102](#)(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#).

#### **I.154 52.225-11 Buy American Act—Construction Materials under Trade Agreements.**

As prescribed in [25.1102](#)(c), insert the following clause:

##### **BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (SEPT 2010)**

(a) *Definitions.* As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item” —

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
  - (ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta,

Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a-10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

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*[Contracting Officer to list applicable excepted materials or indicate "none"]*

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____



Domestic construction material \_\_\_\_\_

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

*Alternate I (June 2009).* As prescribed in [25.1102\(c\)\(3\)](#), add the following definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian, Mexican, or Omani construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.* (1) This clause implements the Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

## **I.165 52.225-12 Notice of Buy American Act Requirement—Construction Materials under Trade Agreements.**

As prescribed in [25.1102\(d\)\(1\)](#), insert the following provision:

### **NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in

the clause of this solicitation entitled “Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government

will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (May 2002).* As prescribed in [25.1102\(d\)\(2\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#).

*Alternate II (June 2009).* As prescribed in [25.1102\(d\)\(3\)](#), add the definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers.* (1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent

domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

### **I.176 52.225-21 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials.**

As prescribed in [25.1102](#)(e), insert the following clause:

#### **REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS-BUY AMERICAN ACT- CONSTRUCTION MATERIALS (OCT 2010)**

(a) *Definitions.* As used in this clause—

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“Domestic construction material” means the following—

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American Act applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

“Foreign construction material” means a construction material other than a domestic construction material.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a foreign country.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

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*[Contracting Officer to list applicable excepted materials or indicate “none”]*

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material, when compared to the cost of comparable foreign manufactured construction material, is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American Act to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

<b>Construction Material Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Cost (Dollars)*</b>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____

Domestic construction  
material

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site.]*

#### **Foreign and Domestic Construction Materials Cost Comparison**

(End of clause)

#### **I.178 52.225-22 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials.**

As prescribed in [25.1102](#)(e), insert the following provision:

##### **NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (OCT 2010)**

(a) *Definitions.* “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-21](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-21](#) in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not



received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies in accordance with FAR [25.604](#), the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

- (i) 25 percent of the offered price of the contract, if foreign manufactured construction material is incorporated in the offer based on an exception for unreasonable cost of comparable manufactured domestic construction material; and
- (ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on an exception for the unreasonable cost of comparable domestic unmanufactured construction material.

(2) If the solicitation specifies award on the basis of factors in addition to cost or price, the Contracting Officer will apply the evaluation factors as specified in paragraph (c)(1) of this provision and use the evaluated price in determining the offer that represents the best value to the Government.

(3) Unless paragraph (c)(2) of this provision applies, if two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost of comparable domestic construction material.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(3) of the clause at FAR [52.225-21](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-21](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-21](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (Mar 2009).* As prescribed in [25.1102](#)(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-21](#).

**I.189 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements.**

As prescribed in [25.1102](#)(e), insert the following clause:

REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2010)

(a) *Definitions.* As used in this clause—

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least

developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means the following:

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American Act applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

“Foreign construction material” means a construction material other than a domestic construction material.

“Free trade agreement (FTA) country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of an FTA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Nondesignated country” means a country other than the United States or a designated country.

“Recovery Act designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark,

Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Recovery Act designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American Act do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American Act by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

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*[Contracting Officer to list applicable excepted materials or indicate “none”.]*

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material is unreasonable when the cumulative cost of such material, when compared to the cost of comparable foreign manufactured construction material, other than Recovery Act designated country construction material, will increase the overall cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material, other than designated country construction material, by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American Act to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed

supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than manufactured construction material from a Recovery Act designated country or unmanufactured construction material from a designated country is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

<b>Construction Material Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Cost (Dollars)*</b>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____



Domestic construction  
material \_\_\_\_\_

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site.]*

Foreign (Nondesignated Country) and Domes

(End of clause)

*Alternate I (Mar 2009).* As prescribed in [25.1102\(e\)](#), add the following definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian, Mexican, or Omani construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.* (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act, by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

**I.~~2019~~52.225-24 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements.**

As prescribed in [25.1102](#)(e), insert the following provision:

**NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2010)**

(a) *Definitions.* “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-23](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-23](#) in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies in accordance with FAR 25.604, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign manufactured construction material is included in the offer based on an exception for the unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on an exception for the unreasonable cost of comparable domestic unmanufactured construction material.

(2) If the solicitation specifies award on the basis of factors in addition to cost or price, the Contracting Officer will apply the evaluation factors as specified in paragraph (c)(1) of this provision and use the evaluated cost or price in determining the offer that represents the best value to the Government.

(3) Unless paragraph (c)(2) of this provision applies, if two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-23](#), the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-23](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-23](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act

designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (Mar 2009).* As prescribed in [25.1102](#)(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-23](#).

*Alternate II (Mar 2009).* As prescribed in [25.1102](#)(e), add the definition of “Bahrainian, Mexican, or Omani construction material” to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers.* (1) When an offer includes foreign construction material, except foreign construction material from a Recovery Act designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-23](#), the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-23](#) for the

offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-23](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

#### **I.210 GSAM 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of clause)

#### **I.221 GSAM 552.229-71 Federal Excise Tax—DC Government. (SEP 1999)**

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

(End of clause)

#### **I.232 GSAM 552.232-23 Assignment of Claims (Sep 1999)**

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefore:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

(End of clause)

## **I.243 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)**

### ***a) Deviations to FAR clauses.***

1. This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
2. This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

### ***b) Deviations to GSAR clauses.*** This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

- c) ***“Substantially the same as” clauses.*** Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

(END OF SECTION I)

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## J.1 Labor Categories

The following labor categories are included on the Connections II contract. Additional categories may be requested for inclusion by the contractor. Fields are taken from Table B-5 Labor\_Table; the minimum levels of education and years of experience indicated in the Min\_Educ and Min\_Exp fields shall be relevant to the duties enumerated in the Description fields for each labor category. The numbers shown in the Min\_Exp field are the actual minimum years of experience required for that category. The legend for the codes shown in the Min\_Educ I are as follows; H = High School, T = Trade School, A = Associate Degree, B = Bachelor Degree, M = Masters Degree, P = Ph.D. At the discretion of the agency contracting officer, **specifically applicable** years of experience, in the skills required, may be substituted for formal education requirements. Additionally, certifications referenced in Table J.1 may be replaced by the Ordering Contracting Officer (OCO) with other industry standard, best practice certifications which are specifically aligned with the skills and experience required by the task order. This must be determined on a case by case basis for each Task Order where requested by the contractor (reference Section H.25.1).

**Table J-1. Labor Categories**

Labor_Type_Name	Description	Min_Educ	Min_Exp
Applications Systems Analyst/Programmer - Entry	<ol style="list-style-type: none"> <li>1. Formulates and defines system scope and objectives.</li> <li>2. Prepares detailed specifications for programs.</li> <li>3. Designs, codes, tests, debugs and documents programs.</li> <li>4. Works in all phases of applications, systems analysis, and programming activities.</li> </ol>	B	None
Applications Systems Analyst/Programmer - Mid	<ol style="list-style-type: none"> <li>1. Oversees and formulates and defines system scope and objectives.</li> <li>2. Prepares detailed specifications for programs.</li> <li>3. Designs, codes, tests, debugs and documents programs.</li> <li>4. Works in all phases of applications, systems analysis, and programming activities.</li> <li>5. Provides guidance and training to less experienced analysts/programmers.</li> </ol>	B	5
Applications Systems Analyst/Programmer - Sr	<ol style="list-style-type: none"> <li>1. Directs, formulates and defines system scope and objectives.</li> <li>2. Prepares detailed specifications for programs.</li> <li>3. Designs, codes, tests, debugs and documents programs.</li> <li>4. Works in all phases of applications, systems analysis, and programming activities.</li> </ol>	B	7

Labor_Type_Name	Description	Min_Educ	Min_Exp
	5. Provides guidance and training to less experienced analysts/programmers.		
Business Analyst	<p>1. Responsible for analyzing the business needs of clients to help identify business problems and propose solutions.</p> <p>2. Performs a liaison between all stakeholders and the providers of services to the enterprise in order to elicit, analyze, communicate and validate requirements for changes to business processes, policies and information systems.</p> <p>3. Understands business problems and opportunities in the context of the requirements and recommends solutions that enable the organization to achieve its goals.</p>	B	4
Business Process Engineer - Entry	<p>1. Applies process improvement and reengineering methodologies teams to ensure enterprise-wide integration of reengineering efforts.</p> <p>2. Familiar with e-business and its applicability to Government or commercial organizations.</p>	B	None
Business Process Engineer - Mid	<p>1. Acts as the lead for process improvement and reengineering methods for customer and technical support.</p> <p>2. Applies process improvement and reengineering methodologies teams to ensure enterprise-wide integration of reengineering efforts.</p> <p>3. Familiar with e-business and its applicability to Government or commercial organizations.</p>	B	4
Business Process Engineer - Sr	<p>1. Acts as the lead for process improvement and reengineering methods for customer and technical support.</p> <p>2. Applies process improvement and reengineering methodologies teams to ensure enterprise-wide integration of reengineering efforts.</p> <p>3. Familiar with e-business and its applicability to Government or commercial organizations.</p>	B	6
Cable Installer - Entry	1. Installs telephone, coaxial, and fiber optic cables, including vertical and horizontal cable pairs to the desktop.	T	None

Labor_Type_Name	Description	Min_Educ	Min_Exp
	2. Locates and diagnoses signal transmission defects using various test equipment and visual inspection. 3. Uses tools and related test equipment, ground power equipment, and pressure equipment. 4. Prepares necessary reports. 5. Communicates effectively with technical and management personnel.		
Cable Installer - Mid	1. Oversees and installs telephone, coaxial, and fiber optic cables, including vertical and horizontal cable pairs to the desktop. 2. Locates and diagnoses signal transmission defects using various test equipment and visual inspection. 3. Uses tools and related test equipment, ground power equipment, and pressure equipment.	H	4
Cable Installer - Sr	1. Oversees and installs telephone, coaxial, and fiber optic cables, including vertical and horizontal cable pairs to the desktop. 2. Locates and diagnoses signal transmission defects using various test equipment and visual inspection. 3. Uses tools and related test equipment, ground power equipment, and pressure equipment. 4. Prepares necessary reports. Communicates directly with technical and management personnel.	H	6
Communications Analyst - Entry	1. Assists in the planning, design, implementation, and operation of communications networks. 2. Responsible primarily for the assessment and optimization of network design through review and assessment of user needs. 3. Conducts feasibility studies for large projects, develops requests for proposals, evaluates contractor equipment, and makes recommendations on selection.	T	None

Labor_Type_Name	Description	Min_Educ	Min_Exp
Communications Analyst - Mid	<ol style="list-style-type: none"> <li>Oversees in the planning, design, implementation, and operation of communications networks.</li> <li>Responsible primarily for the assessment and optimization of network design through review and assessment of user needs.</li> <li>May provide guidance and training to less experienced analysts.</li> </ol>	H	6
Communications Analyst - Sr	<ol style="list-style-type: none"> <li>Directs the planning, design, implementation, and operation of communications networks.</li> <li>Responsible primarily for the assessment and optimization of network design through review and assessment of user needs.</li> <li>Conducts feasibility studies for large projects, develops requests for proposals, evaluates contractor equipment, and makes recommendations on selection.</li> <li>Provides guidance and training to less experienced analysts.</li> </ol>	A	8
Data Entry Operator	<ol style="list-style-type: none"> <li>Responsible for the accurate and timely entry of data into a computer system for the purpose of storage, printing, analysis, or computation.</li> </ol>	H	1
Data/Configuration Management Specialist - Entry	<ol style="list-style-type: none"> <li>Prepares, integrates, installs and tests equipment.</li> <li>Under direct supervision, responsible for effectively tracking, logging, categorizing, and maintaining documented changes made against the accepted baseline(s) standards.</li> <li>Distributes, and tracks all change packages resulting from approved Configuration Control Board action.</li> <li>Provides daily information to staff as to change status requirements, deadlines, and problems.</li> </ol> <p><b>Certifications:</b> Supply Chain Risk Management (SCRM) certification or training highly preferred</p>	B	None
Data/Configuration Management Specialist - Mid	<ol style="list-style-type: none"> <li>Prepares, integrates, installs and tests equipment.</li> <li>Under general direction, responsible for effectively tracking, logging,</li> </ol>	B	5

Labor_Type_Name	Description	Min_Educ	Min_Exp
	<p>categorizing, and maintaining documented changes made against the accepted baseline(s) standards.</p> <p>3. Develops, distributes, and tracks all change packages resulting from approved Configuration Control Board action.</p> <p>4. Provides daily support and direction to staff as to change status requirements, deadlines, and problems.</p> <p><b>Certifications:</b> Supply Chain Risk Management (SCRM) certification or training highly preferred</p>		
Data/Configuration Management Specialist - Sr	<p>1. Prepares, integrates, installs and tests equipment.</p> <p>2. Under minimal direction, responsible for effectively tracking, logging, categorizing, and maintaining documented changes made against the accepted baseline(s) standards.</p> <p>3. Develops, distributes, and tracks all change packages resulting from approved Configuration Control Board action.</p> <p>4. Provides daily support and direction to staff as to change status requirements, deadlines, and problems.</p> <p><b>Certifications:</b> Supply Chain Risk Management (SCRM) certification or training highly preferred</p>	B	7
Database Manager/Administrator - Entry	<p>1. Administers computer databases.</p> <p>2. Confers with peers and superiors on administrative policies and procedures, technical problems, priorities and methods.</p> <p>3. Consults with and advises users of the various databases.</p> <p>4. Prepares activity and progress reports regarding the database management section.</p> <p>5. Must have skill using Microsoft Access.</p>	B	None

Labor_Type_Name	Description	Min_Educ	Min_Exp
Database Manager/Administrator - Mid	<ol style="list-style-type: none"> <li>1. Administers computer databases.</li> <li>2. Assigns contractor-supplied personnel to various projects and directs their activities; reviews and evaluates their work and prepares performance reports.</li> <li>3. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities and methods. Consults with and advises users of the various databases. Prepares activity and progress reports regarding the database management section.</li> <li>5. Must have skill using Microsoft Access.</li> </ol>	B	5
Database Manager/Administrator - Sr	<ol style="list-style-type: none"> <li>1. Administers computer databases.</li> <li>2. Assigns contractor-supplied personnel to various projects and directs their activities; reviews and evaluates their work and prepares performance reports.</li> <li>3. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities and methods.</li> <li>4. Consults with and advises users of the various databases.</li> <li>5. Projects long-range requirements for database administration and design in conjunction with other managers in the information systems function.</li> <li>6. Prepares activity and progress reports regarding the database management section.</li> <li>7. Must have skill using Microsoft Access.</li> </ol>	B	7
Desktop Support Manager	<ol style="list-style-type: none"> <li>1. Responsible for overall personal computer activity.</li> <li>2. Establishes and implements PC policies, procedures and standards, and ensures their conformance with information systems goals and procedures.</li> <li>3. Studies and projects PC resource requirements including personnel, software, equipment and facilities, and makes recommendations to management.</li> <li>4. Maintains currency in new developments and technology.</li> </ol>	B	4

Labor_Type_Name	Description	Min_Educ	Min_Exp
	<p>5. Provides for the training of department staff and end users.</p> <p>6. Directs setup and maintenance of library and materials for end user reference and reviews department staff.</p> <p>7. Ensures that security procedures are implemented and enforced.</p> <p>8. Provides leadership in the effective use of internal data processing, automated office systems and data communications. May also manage LAN services.</p> <p><b>Certifications:</b> HDI Support Center Manager Certification</p>		
Desktop Systems Specialist	<p>1. Under general supervision, performs analytical, technical and administrative work in the planning, design and installation of new and existing personal computer systems.</p> <p>2. Works on moderately complex applications.</p> <p>3. Confers with end users to determine types of hardware and software required.</p> <p>4. Writes programs to fulfill requirements or selects appropriate off-the-shelf software and modifies to suit.</p> <p>5. May maintain or utilize telecommunications protocols.</p> <p>6. Installs new hardware and maintains existing hardware.</p> <p>7. Trains end users in use of equipment and software.</p> <p><b>Certifications:</b> HDI Desktop Support Technician Certification</p>	H	5
Engineering Assistant	<p>1. Uses standard design techniques (including computerized tools), planning documents and other records to perform work (other than that of a clerical nature) required to install and test telecommunications equipment.</p> <p>2. Prepares or directs the preparation of as-built drawings of installations.</p>	H	5
Financial Analyst	<p>1. Employs spreadsheet and statistical software packages to analyze financial data, define trends, and develop forecasts of organizational financial health.</p>	B	4

Labor_Type_Name	Description	Min_Educ	Min_Exp
	<p>2. Develops and presents reports, provides recommendations for the financial management of organizational projects and resources.</p> <p>3. Provides recommendations regarding financial risks and mitigation strategies.</p>		
Graphics Specialist	<p>1. Develops visual representations of information, data or knowledge which is capable of being used anywhere where information needs to be explained quickly or simply, such as in signs, maps, journalism, technical writing, and education.</p>	H	2
Help Desk Coordinator	<p>1. Responsible for ensuring the timely process through which problems are controlled; includes problem recognition, research, isolation, resolution and follow-up steps.</p> <p>2. Requires experience and understanding of MIS environment. Is able to resolve less complex problems immediately, while more complex problems are assigned to second level support or supervisor.</p> <p>3. Typically involves use of problem management database and help desk system.</p> <p>4. May provide guidance/training for less experienced personnel.</p> <p><b>Certifications:</b> HDI Customer Service Representative Certification</p>	B	6
Help Desk Support Service Specialist - Entry	<p>1. Under direct supervision, provides support to end-users for PC, server or mainframe applications, and hardware.</p> <p>2. May interact with network services, software systems engineering and/or applications development to restore service and/or identify and correct core problems.</p> <p>3. Simulates or recreates user problems to resolve operating difficulties.</p> <p>4. Recommends systems modifications to reduce user problems.</p> <p>5. Refers more complex problems to intermediate and/or senior level.</p> <p><b>Certifications:</b> HDI Support Center Analyst Certification</p>	T	None



Labor_Type_Name	Description	Min_Educ	Min_Exp
Help Desk Support Service Specialist - Mid	<ol style="list-style-type: none"> <li>1. Under general supervision, provides second-tier support to end-users for PC, server, mainframe applications and hardware.</li> <li>2. Handles problems that the first-tier of help desk support is unable to resolve.</li> <li>3. May interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem.</li> <li>4. Simulates or recreates user problems to resolve operating difficulties.</li> <li>5. Recommends systems modifications to reduce user problems.</li> <li>6. Maintains currency and high level of technical skill in field of expertise. Escalates more complex problems to Senior Level.</li> </ol> <p><b>Certifications:</b> HDI Desktop Support Technician Certification</p>	B	4
Help Desk Support Service Specialist - Sr	<ol style="list-style-type: none"> <li>1. Under general direction, provides second-tier support to end-users for PC, server, mainframe applications, and hardware.</li> <li>2. Handles problems that the first-tier of help desk support is unable to resolve.</li> <li>3. May interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem.</li> <li>4. Simulates or recreates user problems to resolve operating difficulties.</li> <li>5. Recommends systems modifications to reduce user problems. Maintains currency and highest level of technical skill in field of expertise.</li> </ol> <p><b>Certifications:</b> HDI Support Center Team Lead Certification</p>	B	6
Information Assurance Engineer - Entry	<ol style="list-style-type: none"> <li>1. Establishes and satisfies complex system-wide information security requirements based upon the analysis of user, policy, regulatory, and resource demands.</li> <li>2. Provides for the development, design, and implementation of information assurance solutions</li> </ol> <p>Coordinates with client representatives to establish and define programs, resources, and risks.</p>	B	None

Labor_Type_Name	Description	Min_Educ	Min_Exp
	3. Applies expertise to Government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures.		
Information Assurance Engineer - Mid	1. Establishes and satisfies complex system-wide information security requirements based upon the analysis of user, policy, regulatory, and resource demands. 2. Provides leadership and guidance in the development, design, and application of solutions implemented by more junior staff members. 3. Coordinates with senior client representatives to establish and define programs, resources, and risks. 4. Applies expertise to Government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures. 5. Possesses an expert understanding of government security policy.	B	7
Information Assurance Engineer - Sr	1. Establishes and satisfies complex system-wide information security requirements based upon the analysis of user, policy, regulatory, and resource demands. 2. Provides leadership and guidance in the development, design, and application of solutions implemented by mid-level and junior staff members. 3. Coordinates with senior client representatives to establish and define programs, resources, and risks. 4. Applies expertise to Government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures. 5. Possesses an expert understanding of government security policy	B	10
LAN/MAN/WAN Integrator - Entry	1. Must have proven technical ability in LAN/MAN/WAN integration and implementation. 2. Sound knowledge of the customer's intranets, extranets, Internet, E-business, telephony and any other associated networking systems, including the support necessary to develop, implement, and	B	None

Labor_Type_Name	Description	Min_Educ	Min_Exp
	<p>maintain such systems.</p> <p>3. Possesses a working knowledge of TCP/IP and routing protocols.</p> <p>4. Other responsibilities include security audits, assessments, design, implementation and configuration. Works with project managers, business analysts and contractors on security solutions to address customer's security requirements. Researches and provides information on security related solutions.</p> <p>5. Can install, configure, and operate networks in highly complex environments with specific protocols</p> <p><b>Certification:</b> Cisco Certified Internet Expert(CCIE), Cisco Certified Internet Professional(CCIP), or Cisco Certified Network Professional (CCNP) highly preferred</p>		
LAN/MAN/WAN Integrator - Mid	<p>1. Must have proven technical ability in LAN/MAN/WAN design and implementation. Management of the customer's intranets, extranets, Internet, E-business, telephony and any other associated networking systems, including the support necessary to develop, implement, and maintain such systems.</p> <p>2. Excellent understanding of TCP/IP and routing protocols is needed. Acts as the technology lead for designing the network and security platforms.</p> <p>3. Other responsibilities include security audits, assessments, design, implementation and configuration.</p> <p>4. Works with project managers, business analysts and contractors on security solutions to address customer's security requirements.</p> <p>5. Researches and provides information on security related solutions.</p> <p>6. Performs software evaluations and testing of new and existing security solutions.</p> <p>7. Must be able to assume responsibility and work autonomously in a professional manner.</p> <p>8. Can install, configure, and operate networks in highly complex environments with specific</p>	B	6

Labor_Type_Name	Description	Min_Educ	Min_Exp
	<p>protocols and instruct and direct those doing these tasks as well.</p> <p>9. Can assume management responsibilities if required.</p> <p><b>Certification:</b> Cisco Certified Internet Expert (CCIE), Cisco Certified Internet Professional (CCIP), or Cisco Certified Network Professional (CCNP) highly preferred</p>		
LAN/MAN/WAN Integrator - Sr	<p>1. Must have proven technical ability in LAN/MAN/WAN design and implementation. Management of the customer's intranets, extranets, Internet, E-business, telephony and any other associated networking systems, including the support necessary to develop, implement, and maintain such systems.</p> <p>2. Excellent understanding of TCP/IP and routing protocols is needed.</p> <p>3. Acts as the technology lead for designing the network and security platforms and technical lead supporting network.</p> <p>4. Other responsibilities include security audits, assessments, design, implementation and configuration.</p> <p>5. Provides leadership, direction and vision in the support and deployment of network and security technologies. Works with project managers, business analysts and contractors on security solutions to address customer's security requirements.</p> <p>6. Researches and provides information on security related solutions.</p> <p>7. Performs software evaluations and testing of new and existing security solutions.</p> <p>8. Must be able to assume responsibility and work autonomously in a professional manner.</p> <p>9. Can install, configure, and operate networks in highly complex environments with specific protocols and instruct and direct those doing these tasks as well.</p> <p>10. Assumes management responsibilities as needed.</p> <p><b>Certification:</b> Cisco Certified Internet Expert(CCIE), Cisco Certified Internet Professional(CCIP), or Cisco Certified Network Professional (CCNP)</p>	B	8

Labor_Type_Name	Description	Min_Educ	Min_Exp
Network Administrator - Entry	<ol style="list-style-type: none"><li>1. Sets up, configures, and supports internal and/or external networks.</li><li>2. Develops and maintains all systems, applications, security, and network configurations.</li><li>3. Troubleshoots network performance issues and creates and maintains a disaster recovery plan.</li><li>4. Recommends upgrades, patches, and new applications and equipment. Provides technical support and guidance to users.</li><li>5. Has knowledge of commonly-used concepts, practices, and procedures within a particular field.</li><li>6. Relies on instructions and pre-established guidelines to perform the functions of the job.</li><li>7. Works under immediate supervision.</li></ol>	B	None
Network Administrator - Mid	<ol style="list-style-type: none"><li>1. Sets up, configures, and supports internal and/or external networks.</li><li>2. Develops and maintains all systems, applications, security, and network configurations.</li><li>3. Troubleshoots network performance issues and creates and maintains a disaster recovery plan.</li><li>4. Recommends upgrades, patches, and new applications and equipment.</li><li>5. Provides technical support and guidance to users.</li><li>6. Familiar with standard concepts, practices, and procedures within a particular field.</li><li>7. Relies on limited experience and judgment to plan and accomplish goals.</li><li>8. Performs a variety of tasks. Works under general supervision.</li></ol>	B	4
Network Administrator - Sr	<ol style="list-style-type: none"><li>1. Sets up, configures, and supports internal and/or external networks.</li><li>2. Develops and maintains all systems, applications, security, and network configurations.</li><li>3. Troubleshoots network performance issues and creates and maintains a disaster recovery plan.</li><li>4. Recommends upgrades, patches, and new applications and equipment.</li><li>5. Provides technical support and guidance to users.</li></ol>	B	6

Labor_Type_Name	Description	Min_Educ	Min_Exp
	6. Familiar with a variety of the field's concepts, practices, and procedures. 7. Performs a variety of tasks; may provide consultation on complex projects and is considered to be the top level contributor/specialist.		
Network Engineer - Entry	1. Acts as the technology lead for designing and implementing network systems and security platforms. <b>Certification:</b> Cisco Certified Network Professional (CCNP) and Registered Communications Distribution Designer (RCDD) highly preferred	B	None
Network Engineer - Mid	1. Performs LAN/WAN design and implementation support and deployment of network and security technologies. Installs, configures, and operates network in highly complex environments and act as lead for others doing these tasks. <b>Certification:</b> Cisco Certified Network Professional (CCNP) and Registered Communications Distribution Designer (RCDD) highly preferred	B	5
Network Engineer - Sr	1. Performs LAN/WAN design and implementation support and deployment of network and security technologies. Installs, configures, and operates networks in highly complex environments and acts as lead for others doing these tasks. <b>Certification:</b> Cisco Certified Network Professional (CCNP) and Registered Communications Distribution Designer (RCDD)	B	7
Network Technician - Entry	1. Monitors and responds to hardware, software, and network problems using a variety of hardware and software testing tools and techniques. 2. Provides primary interface with contractor's technical support groups or provides internal analysis and support to ensure appropriate notification during outages or periods of degraded system performance. 3. Provides LAN server support. Requires extensive knowledge of PC/LAN communications hardware	T	None

Labor_Type_Name	Description	Min_Educ	Min_Exp
	and software in multi-protocol environment and network management software.		
Network Technician - Mid	<ol style="list-style-type: none"> <li>1. Monitors and responds to complex hardware, software, and network problems using a variety of hardware and software testing tools and techniques.</li> <li>2. Provides primary interface with contractor's technical support groups or provides internal analysis and support to ensure appropriate notification during outages or periods of degraded system performance.</li> <li>3. Provides LAN server support. Requires extensive knowledge of PC/LAN communications hardware and software in multi-protocol environment and network management software.</li> <li>4. May function as task lead providing guidance and training for less experienced technicians.</li> </ol>	T	5
Network Technician - Sr	<ol style="list-style-type: none"> <li>1. Oversees, monitors and responds to complex hardware, software, and network problems using a variety of hardware and software testing tools and techniques.</li> <li>2. Provides primary interface with contractor's technical support groups or provides internal analysis and support to ensure appropriate notification during outages or periods of degraded system performance.</li> <li>3. Provides LAN server support. Requires extensive knowledge of PC/LAN communications hardware and software in multi-protocol environment and network management software.</li> <li>4. May function as task lead providing guidance and training for less experienced technicians.</li> </ol>	T	7
Operations System Security Specialist - Entry	<ol style="list-style-type: none"> <li>1. Provides technical knowledge and analysis of information assurance, to include applications, operating systems, physical security, networks, risk assessment, critical infrastructure continuity, contingency planning, emergency preparedness, security awareness, and training.</li> <li>2. Under direct supervision, provides analyses of existing system's vulnerability to possible intrusions, resource manipulation, resource denial, or destruction of resources.</li> <li>3. Provides technical support and analysis to document the customer's information protection</li> </ol>	A	None

Labor_Type_Name	Description	Min_Educ	Min_Exp
	framework and supports policy and procedures preparation and implementation.		
Operations System Security Specialist - Mid	<p>1. Provides technical knowledge and analysis of information assurance, to include applications, operating systems, physical security, networks, risk assessment, critical infrastructure continuity, contingency planning, emergency preparedness, security awareness, and training.</p> <p>2. Under general supervision, provides analyses of existing system's vulnerability to possible intrusions, resource manipulation, resource denial, or destruction of resources.</p> <p>3. Provides technical support and analysis to document the customer's information protection framework and supports policy and procedures preparation and implementation.</p> <p><b>Certification:</b> Certified Information Systems Security Professional (CISSP) highly preferred</p>	B	6
Operations System Security Specialist - Sr	<p>1. Provides technical knowledge and analysis of information assurance, to include applications, operating systems, physical security, networks, risk assessment, critical infrastructure continuity, contingency planning, emergency preparedness, security awareness, and training.</p> <p>2. Provides analyses of existing system's vulnerability to possible intrusions, resource manipulation, resource denial, or destruction of resources.</p> <p>3. Provides technical support and analysis to document the customer's information protection framework and supports policy and procedures preparation and implementation.</p>	B	8
Program Manager	<p>1. Under indirect supervision, oversees the operational planning, establishment, execution, and evaluation of a multifaceted program consisting of a set of closely related projects.</p> <p>2. Oversees the fiscal, schedule, scope, operational, administrative and resource management of the program.</p> <p>3. Serves as the principal representative of the program to external entities; provides day-to-day technical/professional guidance and leadership as appropriate.</p> <p><b>Certifications:</b> Project Management Institute's Project Management Professional (PMP)(R)</p>	B	7



Labor_Type_Name	Description	Min_Educ	Min_Exp
	certification		
Project Manager - Jr	<p>1. Responsible for small (&lt;\$1m to \$5m)) or mid-range (\$5M to \$10M) projects or a significant segment of these projects.</p> <p>2. Translates customer requirements into formal agreements and plans that culminate in customer acceptance of results while meeting business objectives. Identifies requirements and develops the proposed solution.</p> <p>3. Performs as the team leader in initiating, planning, controlling, executing, and closing tasks of a project or a segment of a project to produce an acceptable solution.</p> <p>4. Uses the concepts defined ANSI/PMI Standard 99-001-2008 to ensure project objectives are met.</p> <p>5. Analyzes new and complex project-related problems and creates innovative solutions to the customer's requirements.</p> <p><b>Certifications:</b> Certified Associate in Project Management (CAPM)(R) certification highly preferred</p>	B	2
Project Manager - Mid	<p>1. Responsible for large projects (\$10M to \$35M) or a significant segment of a large project.</p> <p>2. Translates customer requirements into formal agreements and plans that culminate in customer acceptance of results while meeting business objectives.</p> <p>3. Identifies requirements and develops the proposed solution.</p> <p>4. Performs as the team leader in initiating, planning, controlling, executing, and closing tasks of a project or a segment of a project to produce an acceptable solution.</p> <p>5. Uses the concepts defined ANSI/PMI Standard 99-001-2008 to ensure project objectives are met.</p> <p>6. Analyzes new and complex project-related problems and creates innovative solutions to the customer's requirements.</p> <p><b>Certifications:</b> Project Management Institute's Project Management Professional (PMP) (R) certification highly preferred.</p>	B	6

Labor_Type_Name	Description	Min_Educ	Min_Exp
Project Manager - Sr	<ol style="list-style-type: none"> <li>1. Provides senior leadership for large projects (\$10m to \$35M +) or a significant segment of a large project.</li> <li>2. Translates customer requirements into formal agreements and plans that culminate in customer acceptance of results while meeting business objectives.</li> <li>3. Oversees the development of the proposed solution.</li> <li>4. Performs as the project lead in initiating, planning, controlling, executing, and closing tasks of a project or a segment of a project to produce an acceptable solution.</li> <li>5. Uses the concepts defined ANSI/PMI Standard 99-001-2008 to ensure project objectives are met.</li> <li>6. Analyzes new and complex project-related problems and creates innovative solutions to the customer's requirements.</li> </ol> <p><b><u>Certifications:</u></b> Project Management Institute's Project Management Professional (PMP)(R) certification</p>	B	8
Quality Assurance Engineer - Entry	<ol style="list-style-type: none"> <li>1. Responsible for development of project Quality Assurance Plans and the implementation of procedures that conform to the requirements of the contract.</li> <li>2. Responsible for verifying that each functional component of the project follows a defined process that conforms with contractual requirements.</li> <li>3. Reports findings to project staff, line management, and the customer, as appropriate.</li> </ol>	B	None
Quality Assurance Engineer – Mid	<ol style="list-style-type: none"> <li>1. Responsible for management and development of project Quality Assurance Plans and the implementation of procedures that conform to the requirements of the contract.</li> <li>2. Responsible for verifying that each functional component of the project follows a defined process that conforms to contractual requirements.</li> <li>3. Reports findings to project staff, line management, and the customer, as appropriate.</li> <li>4. Provides an independent assessment of how the project's development process is being</li> </ol>	B	5

Labor_Type_Name	Description	Min_Educ	Min_Exp
	implemented relative to the defined process and recommends methods to optimize the contractor's process.		
Quality Assurance Engineer - Sr	<ol style="list-style-type: none"> <li>1. Directs the development of project Quality Assurance Plans and the implementation of procedures that conform to the requirements of the contract.</li> <li>2. Responsible for verifying that each functional component of the project follows a defined process that conforms with contractual requirements.</li> <li>3. Reports findings to project staff, line management, and the customer, as appropriate.</li> <li>4. Provides an independent assessment of how the project's development process is being implemented relative to the defined process and recommends methods to optimize the contractor's process.</li> </ol>	B	7
Site Manager - Jr	<ol style="list-style-type: none"> <li>1. Provides coordination while on the customer site; reviews day-to-day oversight of the task order per Project Management Institute (PMI) standard ANSI/PMI 99-001-2008.</li> <li>2. Provides technical assistance to facilitate planning, design, installation, modification, and operation the site infrastructure.</li> </ol> <p><b>Certifications:</b> Project Management Institute's Project Management Professional (PMP)(R) certification and Registered Communications Distribution Designer (RCDD) highly preferred</p>	H	3
Site Manager - Mid	<ol style="list-style-type: none"> <li>1. Primary Project Coordinator while on the customer site; day-to-day oversight of the task order per Project Management Institute (PMI) standard ANSI/PMI 99-001-2008.</li> <li>2. Provides technical assistance to facilitate planning, design, installation, modification, and operation the site infrastructure. Oversees the daily work for building and campus infrastructure.</li> </ol> <p><b>Certifications:</b> Project Management Institute's Project Management Professional (PMP)(R) certification and Registered Communications Distribution Designer (RCDD) highly preferred</p>	H	5
Site Manager - Sr	<ol style="list-style-type: none"> <li>1. Acts as Deputy Project Manager/Project Coordinator while on the customer site; day-to-day</li> </ol>	H	7

Labor_Type_Name	Description	Min_Educ	Min_Exp
	oversight of the task order per Project Management Institute (PMI) standard ANSI/PMI 99-001-2008. 2. Provides technical assistance to facilitate planning, design, installation, modification, and operation the site infrastructure. Supervises the daily work for building and campus infrastructure. <b>Certifications:</b> Project Management Institute's Project Management Professional (PMP)(R) certification and Registered Communications Distribution Designer (RCDD) highly preferred		
Systems Engineer - Entry	1. Provides customer system engineering support in defining and implementing the necessary solutions to customer problems with work-processes and tools which address those problems. 2. Provides solutions to both technical and human-centered disciplines such as control engineering and process management. 3. Responsibilities also include the capacity to progressively link, test, and modify as necessary the customer's system and service components.	B	None
Systems Engineer - Mid	1. Provides customer system engineering support in defining and implementing the necessary solutions to customer problems with work-processes and tools which address those problems. 2. Provides solutions to both technical and human-centered disciplines such as control engineering and process management. 3. Responsibilities also include the capacity to progressively link, test, and modify as necessary the customer's system and service components that interface with the equipment and services and support systems provided by contractors and other customers and merge their respective functional characteristics into comprehensive, interoperable systems. 4. Performs appropriate management responsibilities as necessary.	B	6
Systems Engineer - Sr	1. Provides customer system engineering support in defining and implementing the necessary solutions to customer problems with work-processes and tools which address those problems. 2. Provides direction in the development of solutions to both technical and human-centered	B	8

Labor_Type_Name	Description	Min_Educ	Min_Exp
	<p>disciplines such as control engineering and process management.</p> <p>3. Responsibilities also include the capacity to progressively link, test, and modify as necessary the customer's system and service components that interface with the equipment and services and support systems provided by contractors and other customers and merge their respective functional characteristics into comprehensive, interoperable systems.</p> <p>4. Performs appropriate management responsibilities as necessary.</p> <p><b>Certifications:</b> Project Management Institute's Project Management Professional (PMP) (R) certification highly preferred.</p>		
Technical Draftsman	<p>1. Creates technical drawings for the purpose of visually and concisely defining a technical requirement or specification.</p>	H	2
Technical Writer/Editor	<p>1. Designs, writes, creates, maintains, and updates technical documentation, user's guides, system manuals, and other documents.</p> <p>2. Proofreads, edits, and formats and produces technical documentation for multiple audiences.</p>	H	3
Telecommunications Engineer - Entry	<p>1. Responsible for design and installation of telecommunications equipment and facilities, such as complex electronic switching systems and cable, wireless and fiber optic telephone facilities.</p> <p>2. Provides support for the customers electronics, civil, structural, and electrical engineering requirements as necessary.</p> <p>3. Responsible for providing the best solution possible for the lowest cost to the client.</p> <p><b>Certifications:</b> Registered Communications Distribution Designer (RCDD) highly preferred</p>	B	2

Labor_Type_Name	Description	Min_Educ	Min_Exp
Telecommunications Engineer - Mid	<p>1. Responsible for design and oversight of the installation of telecommunications equipment and facilities, such as complex electronic switching systems and cable, wireless and fiber optic telephone facilities.</p> <p>2. Provides support for the customers electronics, civil, structural, and electrical engineering requirements as necessary.</p> <p>3. Performs as project manager as required. Responsible for providing the best solution possible for the lowest cost to the client.</p> <p><b>Certifications:</b> Registered Communications Distribution Designer (RCDD) highly preferred</p>	B	6
Telecommunications Engineer - Sr	<p>1. Responsible for design and oversight of the installation of telecommunications equipment and facilities, such as complex electronic switching systems and cable, wireless and fiber optic telephone facilities.</p> <p>2. Provides support for the customers electronics, civil, structural, and electrical engineering requirements as necessary. Performs as project manager as required.</p> <p>3. Responsible for providing the best solution possible for the lowest cost to the client.</p> <p><b>Certifications:</b> Registered Communications Distribution Designer (RCDD) highly preferred</p>	B	8
Telecommunications Technician - Entry	<p>1. Performs installation of equipment, and system testing and evaluation activities. Inspects and reviews hardware installation, wiring, power, grounding, system database validation, and other activities to ensure quality installation of services.</p> <p>2. Performs de-installation, and relocation activities including, but not limited to, site preparation and installation and/or removal of cabling and wiring systems, terminal equipment, automated data processing services, hardware and software.</p>	T	None
Telecommunications Technician - Mid	<p>1. Performs installation of equipment, and system testing and evaluation activities. Inspects and reviews hardware installation, wiring, power, grounding, system database validation, and other</p>	H	5

Labor_Type_Name	Description	Min_Educ	Min_Exp
	activities to ensure quality installation of services. 2. Performs de-installation, and relocation activities including, but not limited to, site preparation and installation and/or removal of cabling and wiring systems, terminal equipment, automated data processing services, hardware and software.		
Telecommunications Technician - Sr	1. Performs installation of equipment, and system testing and evaluation activities. Inspects and reviews hardware installation, wiring, power, grounding, system database validation, and other activities to ensure quality installation of services. 2. Performs de-installation, and relocation activities including, but not limited to, site preparation and installation and/or removal of cabling and wiring systems, terminal equipment, automated data processing services, hardware and software.	H	7
Training Specialist - Entry	1. Prepares appropriate training materials including course outlines, background materials, and training aids, course manuals, workbooks, handouts, exercises, and course critique forms. 2. Demonstrates excellent interpersonal skills and written and oral communication skills.	A	None
Training Specialist - Mid	1. Prepares appropriate training materials including course outlines, background materials, and training aids, course manuals, workbooks, handouts, exercises, and course critique forms. 2. Shapes these materials to the audience, including classroom students, Web-based students, and trainers. 3. Demonstrates excellent interpersonal skills and written and oral communication skills.	B	5
Training Specialist - Sr	1. Prepares appropriate training materials including course outlines, background materials, and training aids, course manuals, workbooks, handouts, exercises, and course critique forms. 2. Shapes these materials to the audience, including classroom students, Web-based students, and trainers. 3. Demonstrates excellent interpersonal skills and written and oral communication skills.	B	7

Labor_Type_Name	Description	Min_Educ	Min_Exp
Web Designer - Entry	1. Designs web sites using a variety of graphics software applications, techniques, and tools. 2. Contributes to the design group's efforts to enhance the look and feel of the customer's on-line offerings. 3. Upgrades the website to support the customer's strategies and goals relative to external communications. 4. Requires understanding of web-based technologies and thorough knowledge of XML, HTML, Photoshop, Illustrator, and/or other design related applications.	A	None
Web Designer - Mid	1. Designs web sites using a variety of graphics software applications, techniques, and tools. 2. Contributes to the design group's efforts to enhance the look and feel of the customer's on-line offerings. 3. Upgrades the website to support the customer's strategies and goals relative to external communications. 4. Requires in-depth understanding of web-based technologies and thorough knowledge of XML, HTML, Photoshop, Illustrator, and/or other design related applications.	A	5
Web Designer - Sr	1. Designs web sites using a variety of graphics software applications, techniques, and tools. 2. Contributes to the design group's efforts to enhance the look and feel of the customer's on-line offerings. 3. Upgrades the website to support the customer's strategies and goals relative to external communications. 4. Requires mastery of web-based technologies and thorough knowledge of XML, HTML, Photoshop, Illustrator, and/or other design related applications.	A	7
Webmaster - Entry	1. Prepares, integrates, installs and tests E-based solutions. Updates web sites using a variety of graphics software applications, techniques, and tools.	A	None



Labor_Type_Name	Description	Min_Educ	Min_Exp
	<ul style="list-style-type: none"><li>2. Contributes to the design group's efforts to enhance the look and feel of the customer's on-line offerings.</li><li>3. Upgrades the website to support the customer's strategies and goals relative to external communications.</li><li>4. Requires understanding of web-based technologies and thorough knowledge of XML, HTML, Photoshop, Illustrator, and/or other design related applications.</li></ul>		
Webmaster – Mid	<ul style="list-style-type: none"><li>1. Prepares, integrates, installs and tests E-based solutions. Updates web sites using a variety of graphics software applications, techniques, and tools.</li><li>2. Contributes to the design group's efforts to enhance the look and feel of the customer's on-line offerings.</li><li>3. Upgrades the website to support the customer's strategies and goals relative to external communications.</li><li>4. Possesses in-depth understanding of web-based technologies and thorough knowledge of XML, HTML, Photoshop, Illustrator, and/or other design related applications.</li></ul>	B	5
Webmaster – Sr	<ul style="list-style-type: none"><li>1. Prepares, integrates, installs and tests E-based solutions. Updates web sites using a variety of graphics software applications, techniques, and tools.</li><li>2. Leads the design group's efforts to enhance the look and feel of the customer's on-line offerings.</li><li>3. Upgrades the website to support the customer's strategies and goals relative to external communications.</li><li>4. Requires mastery of web-based technologies and thorough knowledge of XML, HTML, Photoshop, Illustrator, and/or other design related applications.</li></ul>	B	7

## J.2 Administrative Reports Formats

The suggested format and content of required Connections II administrative reports are specified in this section.

### J.2.1 Contractor Monthly Order Status Reporting

The contractor shall submit monthly status reporting via online tool [Contract Payment Reporting Module \(CPRM\)](#) in accordance with the instructions provided by the Connections II Program Office. The following describes the information the contractor shall be required to provide in the report and the tool used to submit the report. The order status report consists of three main sections:

- 1. Order Information Form** - Collects general order information including contact information and the name of the reviewing OCO for the order. This form is submitted once, the first time a new order is reported. The fields that shall be reported include those shown in Table J-2. The tool used will be the [GMMCPRM](#).
- 2. Order Data Entry Form** - Collects a list of all Connections II equipment and labor procured for this order, itemized by CLIN numbers. This form is submitted at the time of the first reporting period and updated on subsequent reporting periods when new contract items have been delivered on an order. The fields that shall be reported include those shown in Tables J-3. The tool used will be on the Connections Hosting Center.

**Table J-2. Required Order Summary Fields**

Name	Instructions
Order Number	Each order must have a unique order number in the <a href="#">CPRM (Contract Payment Reporting Module)</a> <del>GMM</del> . May be from the purchase order – Form 300.
Order Description	Each order will be given a good description of its purpose and scope. This field will be used to quickly identify records within the system. 250 character limit.
Contract Number/Type	Select the contract number from a drop-down list. Contract type to be limited to the following choices: Firm Fixed Price, or Time and Material.
Work Type	Multi-selection list of descriptors. Choose all that apply.
Period of Performance	Start and end date.
Estimated ultimate completion date	Date order can be closed.
Award Date	The date the order was initially awarded, also known as the Signature Date.
Initial Obligated/Funded Amount	The order's initial obligated/funded amount.

Name	Instructions
OCO name, email, agency, bureau, place of performance	Select from the lists.
Task Order Mod number, period of performance, mod type, description, award date, obligated/funded amount.	Mod number increments automatically. POP defaults to last POP unless filled in. Mod type has drop down list. Description required if mod type is Admin. Date and amount to be filled in.

**Table J-3. Required Order Line-Item Fields**

Name	Instructions
CLIN	Contract Line Item Number (CLIN) for the equipment or labor line item.
Line Description	Enter any additional information that should be included to describe the item ordered (e.g., manufacturer, make, and model number).
Quantity	Enter the quantity ordered.
Unit	Enter the unit measure that corresponds to the quantity entered. The unit may be "Each" for items such as a PBX, "Feet" for cabling, or "Hours" for labor.
Line Total	Enter the total amount paid for the ordered item or items.
SCRM	Enter which Supply Chain Risk Management standard is met by this equipment, if any.

### J.2.2 Associated Government Fees (AGF) Submittal and Payments

The section defines the information required by the contractor in the quarterly AGF submittal and payments. The information shall be entered in the ~~GMM-CPRM~~ tool and will include the status, remit date, voucher number (trace number), total payment amount, and order allocation (order # and amount allocated).